

# राजपत्र, हिमाचल प्रदेश

(स्रसाधारण)

हिमाचल प्रदेश राज्यशासन द्वारा प्रकाशित

शिमला, शनिवार, 4 श्रप्रैल, 1981/14 चैत्र, 1903

हिमाचल प्रदेश सरकार

कृषि विभाग

**अधिसूच**ना

शिमला-2, 16 मार्च, 1981

संख्या कृषि-जी-1(1)/80.—राज्यपाल, हिमाचल प्रदेश को यह प्रतीत होता है कि सरकारी व्यय पर सार्व-जितक प्रयोजन नामतः गांव झीड़ी, तहसील सदर, जिला मण्डी में हिमाचल प्रदेश कृषि विश्वविद्यालय, पालमपुर द्वारा एक क्षेत्रीय प्रनुसन्धान केन्द्र स्थापित करने हेतु भूमि ग्रजित करनी ग्रपेक्षित है ग्रतएव एतद्द्वारा यह अधिसूचित किया जाता है कि उक्त परिक्षेत्र में जैसा कि निम्न विवरणी में निर्दिष्ट किया गया है, उपरोक्त परियोजना के लिये भूमि का ग्रजैन ग्रपेक्षित है।

2. यह श्रिधसूचना ऐसे सभी व्यक्तियों को जो इस से सम्बन्धित हो सकते हों, की जानकारी के लिये भू-ग्रर्जन ग्रिधिनियम, 1894 की धारा 4 के उपबन्धों के ग्रन्तर्गत जारी की जाती है। 3. उपरोक्त धारा द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए राज्यपाल, हिमाचल प्रदेश इस समय इस उपक्रम में कार्यरत सभी ग्रधिकारियों, उनके कर्मचारियों और श्रमिकों को इलाके में किसी भूमि में प्रवेश करने और सर्वेक्षण करने और उक्त धारा द्वारा ग्रपेक्षित या अनुमत सभी ग्रन्य कार्यों को करने के लिये सहबं प्राधिकार देते हैं।

े 4. कोई भी ऐसा हितबद्ध व्यक्ति जिसे उक्त परिक्षेत्र में कथित भूमि के ग्रर्जन पर कोई ग्रापित हो, वह इस ग्रिधिसूचना के हिमाचल प्रदेश के राजपत्र में प्रकाशित होने के तीस दिन की ग्रविध के भीतर लिखित रूप में भू-ग्रर्जन समाहर्ता, मण्डी मण्डल को ग्रपनी ग्रापित दायर कर सकता है।

			विवरणी				
	तहसील	गांव	खसरा नं0		बीघा	बिस्वा वि	 बेस्वांसी
1	तहसाल - 2	3	4		5	6	7
	***		- · · · · · · · · · · · · · · · · · · ·			7.00	
मण्डी ्	सदर	<b>झीड़ी/</b> 508	174		2	12	10
		• •	176		7	7	6
			574/177		8	3	19
			183		20	18	18
			203		4	15	0
			341		0	0	16
			376		3	11	1
			378/9		11	4	19
			571/177		0	1	6
			572/177		0	1	17
			573/177		0	2	0
			173		5	0	14
			203/1		9	8	5
			208		0	12	2
			209		4	19	2
			378/1	1	7	2	8
			378/2	•	3	15	15
			378/3		7	14	12
			378/4		5	3	12
			89		1	12	.13
			592/173/1		. 6	17	9
			594/537/378		16	16	3
			541/378	,	3	3	19
			544/378	Đ.	0	18	10
			539/378	:	2	12	11
			507/398	,	0,	2	12.
			512/396		0	1	1
			350/382		0	5	12
			591/173/1		25	6	4
	<del></del>		184		5	19	13,

1	2	3	4			5	6	7
			191		 	0	9	5
<b>.</b>			192			0	11	4
3			193			0	1	0
			343			0	6	15
			344			1	3	4
			377			0	1	18
			593/537/378			12	19	16
			548/378		-	0	1	8
			424		•	0	12	17
			426			0	1	2
			427			0	2	10
. •				जोड़		183	3	8
						बी स	श्रादेश द्वा 0 सी0 चिवं (कृ	नेगी,

[Authoritative English text under clause (3) of Article 348 of the Constitution of India of the Himachal Pradesh Ministers (Advance of Loan for House Building) Rules, 1981, notified vide Notification No. GAD(PA)4(D)49/78-C., Vol. II, dated 30-3-1981].

- 1. Short title and commencement.—(1) These rules may be called the Himachal Pradesh Ministers (Advance of Loan for House Building) Rules, 1981.
  - (2) These rules shall come into force at once.
  - 2. Definitions.—In these rules, unless there is anything repugnant in the subject or context,—
    - (a) "Act" means the Salaries and Allowances of Ministers (Himachal Pradesh) Act, 1971 (3 of 1971):
    - (b) "sanctioning authority" means the Governor of Himachal Pradesh; and
    - (c) all other terms and expressions used in these rules, but not defined, shall have the meanings respectively assigned to them in the Act.
- 3. Advance when admissible.—On an application made in Form I, a Minister, who has not availed himself of the facility of an advance under the Himachal Pradesh Ministers (Advance for Motor Car) Rules, 1971, may be paid a repayable advance, for the construction of his own house or for the purchase of a built-up house, with a view to have a reasonable standard of living.
- 4. Maximum amount of advance.—The maximum amount which may be advanced to a Minister for the construction of a house or for the purchase of a built-up house shall not exceed sixty thousand rupees or the actual price or cost of the construction of house, whichever be less.
- 5. Mode of payment.—The amount of advance admissible under these rules shall be paid in the following manner:—
  - (1) for the construction of his own house:—
    - (a) first instalment equal to 50% of the advance sanctioned, for starting the construction;
    - (b) second and final instalment of remaining 50% of the total advance, after the house has been completed upto the roofs level;

- (2) for the purchase of the new built-up house in lump-sum.
- Note.—A certificate which must be furnished by the Minister certifying that the amount drawn has been utilised by him for the purpose for which it was advanced to him will be sufficient proof of the amount having been actually utilised by him for the aforesaid purpose.
- 6. Recovery of Advance.—(1) Recovery of the advance granted under rule 4 together with interest thereon, shall be made in 120 equal monthly instalments. The Government may order recovery to be made in a small number of instalments keeping in view the remaining period of term of office or if the Minister himself so desires. The deduction shall commence with the first issue of salary after the first instalment of/or lump sum advance is drawn.
- (2) Simple interest at the rate fixed by the Himachal Pradesh Government from time to time for similar advances sanctioned to its Government servants shall be charged; provided, however, that the rate fixed when the advance is sanctioned shall hold good for the entire duration of the advance.
- (3) If a Minister ceases to be a Minister for any reason, before the advance is fully repaid, but continues to be the Member of Legislative Assembly, the monthly instalments shall be recovered by the Vidhan Sabha Secretariat out of the various allowances admissible to him as Member Legislative Assembly.
- (4) If a Minister also ceases to be the Member of Legislative Assembly, before the advance is fully repaid, but he is entitled to draw pension, the recovery shall be made by the Vidhan Sabha Secretariat out of the pension payable to him and the balance amount of the monthly instalments shall be deposited by him regularly in the Government Treasury and in token of proof of such payment, he shall submit a copy of the Challan to the Government regularly.
- (5) In case he ceases to be a Member of Legislative Assembly and is also not entitled to draw the pension, the monthly instalments, together with interest accrued thereupon, shall be deposited by him regularly in Government Treasury and he shall submit a copy of the challan to the Government in token of having deposited the amount.
- (6) In the event of death before the recovery of advance along with interest thereon, the legal heir/heirs of the Minister or M.L.A., shall regularly deposit the monthly instalments in the Government Treasury and submit the copy of the challan to the Government, every month in token of having deposited the amount.
- (7) If the Minister or his legal representatives, as the case may be, makes default in the regular payment of instalments either of the principal or interest thereon, or if he becomes insolvent or he fails to observe or perform the terms and conditions of the loan, then in such a case the whole of the principal amount of the loan or so much thereof as shall then remain due and unpaid shall become payable forthwith in a lump sum to the Government with interest thereon at the rate prescribed. The Government shall be at liberty to recover the said outstanding amount as 'Arrears of Land Revenue'.
  - Explanation.—The amount of the advance to be recovered monthly shall be fixed in whole rupees except in the case of last instalment when the remaining balance including any fraction of a rupee shall be recovered.
- 7. Liability to execute mortgage deed securing the payment of the loan.—In order to secure Government from loss consequent on the demise of a Minister for his ceasing to be a Minister, before full repayment of the advance and the interest accrued thereon the house so built or purchased, together with the land on which on it stands upon, shall be mortgaged to the Himachal Pradesh Government in Form II appended to these rules which shall be executed

before the payment of the first instalment, or of lump sum, as the case may be, as made, and on full payment of the amount which accrued to be due the mortgage shall be released after the execution of the reconveyance deed in Form-III appended to these rules. On the execution of the mortgage deed, the sanctioning authority shall satisfy itself as to the correctness of the applicant's title to the land upon which the house stands or is proposed to be built.

- 8. Liability to keep premises in good repairs and insure the premises against fire risks, etc.— The Minister shall maintain the house in good repair at his own cost and shall also keep it free from all encumbrances. He shall also have it insured, for a sum not less than the amount of advance sanctioned against fire, flood etc., etc. and furnish an annual certificate to this effect.
- 9. Advances given prior to the commencement of these rules.—Any advance of loan for house building given to a Minister, before the commencement of these rules shall be deemed to have been given under these rules and all the provisions of these rules shall be applicable to such an advance and to its recovery.

## FORM I (See rule 3)

#### APPLICATION FORM FOR HOUSE BUILDING ADVANCE

	Name of the Minister (in block letters).  Amount of advance required indicating whether:—  (i) required for construction of a House; or
3.	Place where the house is proposed to be constructed indicating whether it lies within the limits of a local body; if so authority sanctioning the plan by the concerned local body may be attached. Detailed plan of the proposed house showing the estimates of tota expenditure duly countersigned not below the rank of Assistant Engineer and if the loan is required for the purchase of a built-up house, a certificate from the architect with regard to the reasonableness of the cost of the house be attached
4.	Number of instalments in which the advance is proposed to be drawn or in lump-sum
5.	Number of instalments including the advance is proposed to be repaid
6.	Whether the plot on which the Minister intends to construct the house is in his proprietorship and possession
7.	Authentic proof of his title to the plot/land on which the applicant intends to construct the house
8.	Time by which the Minister proposed to undertake the construction of the house and its completion

Certified that the above information is correct to the best of my knowledge and that I undertake to mortgage the built up house/the plot on which the house is to be constructed and

'execute and register a mortgage deed.

	under	ified th	nat I have Iimachal I	not ava Pradesh	ailed of Minist	f the facility ers (Advanc	of the	e advance Motor Ca	for the r) Rules,	purchase 1971, or	of Nany	Motor other
rules.												

	3.5
Dated	
	(Signature of the Minister).
Encl:	

### FORM II (See Rule 7)

#### FORM OF MORTGAGE FOR HOUSE BUILDING ADVANCE

WHEREAS the mortgagor is absolutely seized and possess of or otherwise well entitled to the land hereditament and premises hereinafter described and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as "the said hereditaments");

- (a) Rs.....for starting construction.
- (b) Rs..... after the house has been completed upto roof level.
- (c) Rs.... in lump sum.

AND to do and execute all such acts and assurances for effectuating any such sale as the mortgagee shall think fit AND it is hereby declared that the receipt of the mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND it is hereby declared that the mortgagee shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place thereout to pay all the expenses incurred on such sale and in the next place to apply such moneys in or towards satisfactions of the moneys for the time being owing on the security of these presents and then to pay the surplus (if any) to the mortgagor AND it is hereby agreed and declared that the said rules shall be deemed and taken to be part of these presents.

The mortgagor hereby covenants with the mortgagee that the mortgagor will during the continuance of his security observe and perform all the provisions and conditions of the said rules on his part to be observed and performed in respect of these presents and the said hereditaments.

In witness whereof the mortgagor, hath hereunto set his hand the day and year first above written.

Signed by the said (Mortgagor)

In the presence of

1st witness:

Address

Occupation

2nd withness:

Address:

Occupation

FORM III (See rule 7)

#### RECONVEYANCE FOR HOUSE BUILDING ADVANCES

part and Shri	a Minister
of	the Himachal Pradesh (hereinafter called "the mortgagor")
of the other part is supplemental to a	in indenture of mortgage, dated the
day of19	, and made Between the Mortgagor of the one part and the
Governor of the other part and regis	stered atin Book
Volume	, pages
	hereinafter called the PRINCIPAL
INDENTURE.	

WHEREAS all moneys due and owning on the security of the PRINCIPAL INDENTURE have been fully paid and satisfied and the Governor has accordingly at the request of the mortgagor agree to execute such reconveyance of the mortgaged premises in the within written INDENTURE comprised as is hereinafter contained.

Now this Indenture Witnessth that in pursuance of the said agreement and in consideration of the premises the Governor doth hereby grant, assign and reconvey upto the mortgagor, his heirs, executors, administrators and assigns ALL THAT piece of land situated in the on the North by......on the South by..... ON THE East by......to therewith the dwelling house and out-offices, stables, cook-rooms and out buildings thereon AND ALL and singular other than premises in the PRINCIPAL INDENTURE comprised or expressed to be thereby assured or which now are by any means vested in the Governor subject to redemption under or by virtue of the Principal Indenture with their rights, easements and appurtenances as in the PRINCIPAL INDENTURE expressed and all the assets right title interest property clean and demand whatsoever of the Governor into out of or upon the same premises by virtue of the PRINCIPAL Independent to have and to hold the premises hereinbefore expressed to be hereby, granted, assigned and reconveyed unto and to the use of the mortgagor, his heirs, executors, administrators and assigns for ever freed and discharged from all moneys intended to be secured by the PRINCIPAL INDENTURE and from all actions, suits, accounts, claims and demands for, or in respect of the Principal indenture of anything relating to the premises and the Governor hereby covenants with the mortgagor his heirs, executors, administrators and assigns that the Governor has not done or knowingly suffered or been party or privy to anything whereby the said premises or any part thereof are, is or can be impeached, encumbered or affected in title, estate or otherwise howsoever in WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered by

for and on behalf of the Governor of Himachal Pradesh in the presence of......

By order, K. C. PANDEYA, Chief Secretary.

परिवहन विभाग

**ग्रधिसूचना** 

शिमला-2, 21 मार्च, 1981

मं 0 6-54/80(परिवहन).—मोटर यान ग्रिधिनियम, 1939 (1939 का 4) की धारा 63 की उपधारा (3-ए) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, हिमाचल प्रदेश के राज्यपाल महोदय, हिमाचल प्रदेश

तथा जम्मू कण्मीर राज्यों के मध्य परम्पर करार करने का प्रस्ताव करते हैं जिस का प्रारूप संलग्न है तथा उक्त उपधारा की अपेक्षानुसार इस से प्रभावित हो सकने वाले व्यक्तियों की जानकारी के लिये एतद्द्वारा प्रकाणित किया जाता है और इस के द्वारा सूचना दी जाती है कि इस अधिसूचना के राजपत हिमाचल प्रदेण में प्रकाणित होने की तिथि से 30 दिन की अविध बीत जाने के बाद उक्त करार प्रारूप पर विचार किया जायेंगा । निर्धारित अविध की समाप्ति के पहले उक्त करार प्रारूप के सम्बन्ध में किसी भी व्यक्ति से जो भी आपित या सुझाव सचिव (परिवहन), हिमाचल प्रदेश सरकार, शिमला-2 को प्राप्त होगा, उस पर राज्य सरकार विचार करेगी।

कं<mark>वर शमशेर सिंह,</mark> सचित्र।

## RECIPROCAL AGREEMENT BETWEEN THE STATES OF JAMMU AND KASHMIR AND HIMACHAL PRADESH IN RESPECT OF OPERATION OF BUS SERVICE BETWEEN TWO STATES, SIGNED AT SRINAGAR ON 15/16-10-1980

Whereas it is necessary and expedient to enter into a reciprocal agreement between the States of J. & K. and Himachal Pradesh in the interests of the general public to provide for adequate and regular inter-State stage carriage service and to regulate and control their operation in the two States;

Now, therefore, Inspector General Transport (State Transport Authority) of the Jammu and Kashmir State on one side and the State Transport Commissioner, Himachal Pradesh on the other side hereby agree to the terms and conditions stated herein below:—

- (a) The agreement shall be valid for a period of three years unless rescinded earlier in the manner prescribed in this agreement.
- (b) Either party may terminate the agreement in relation to all services or a particular service by giving a notice of three months to the other party.
- (c) Following routes shall be covered by this agreement:—
  - (i) Chamba-Katra (Vaishno Devi)
  - (ii) Jawalaji-Kangra-Katra (Vaishno Devi)
  - (iii) Dharamsala-Jammu
  - (iv) Simla-Jammu (New route).
- (d) Traffic on these and other routes will be shared on the basis of kilometrage falling in each State.
- (e) The number of services to be operated on each route and their time table shall be determined by the General Manager, H.R.T.C., H.P. and the Managing Director, State Road Transport Corporation, Jammu and Kashmir or by their nominated representatives subject to the confirmation by the concerned Regional Transport Authorities. In case of any disagreement between them the matter will be referred to both the Governments. In the events of a disagreement between the two State Governments, the matter shall be referred to Inter-State Transport Commission.
- (f) The two Governments shall accept as valid the tax token Registration Certificates, Conductor Licence, Public Service Vehicles Authorisation Certificate, Driving Licence, Certificate of fitness etc. accorded by either of them in respect of vehicles operating under the authority of this agreement.
- (g) Returns not expressly provided for this agreement shall be governed by the Motor Vehicles Act, 1939.
- (h) Workshop facilities will be provided by each party to the other on payment.
- (i) Parking and allied amenities will be provided to each other on reciprocal basis.

- (j) Checking staff of the two Corporations will be competent to check the stage carriage operating in terms of this agreement.
- (k) Facilities to the booking and operating staff be provided on a reciprocal basis.
- 3. The previous reciprocal agreement dated 24-11-1975 entered into between the two States shall be deemed to be effective till this agreement comes into force.
  - 4. This agreement shall be subject to ratifications by the two State Governments.

Sd/-(HARI RAM) State Transport Commissioner, Himachal Pradesh, Simla-3.

Ratified: Transport Minister J. & K.

Sd/(MANMOHAN WAZIR)
Inspector General Transport,
Jammu and Kashmir.

Ratified: Transport Minister, Himachal Pradesh.

#### OFFICE OF THE DEPUTY COMMISSIONER, KANGRA AT DHARAMSALA

#### NOTIFICATION

Dharamsala, the 27th March, 1981

No. 719/LF.—Whereas the term of Shri Bhup Singh, President, Municipal Committee, Palampur expired on 3 March, 1981 (Afternoon) and whereas a fresh election of the President was held in the meeting of the members of the Municipal Committee, Palampur held on 5-3-1981 in which Shri Bhup Singh s/o Shri Nihal Singh, Ward No. 3, Palampur has been re-elected as President.

Now, therefore, in pursuance of the provisions of section 23(1) of the Himachal Pradesh Municipal Act, 1968 (H.P. Act No. XIX of 1968), I, K. C. Sharma, Deputy Commissioner, Kangra, do hereby notify the election and appointment of the said Shri Bhup Singh as President of the aforementioned Municipal Committee.

K. C. SHARMA, Deputy Commissioner, Kangra.

उद्यान विभाग

ग्रधिसूचना

शिमला-2, 9 मार्च, 1981

संख्या डी0 एव0पी0पी0 2-16/79.—हिमाचल प्रदेश कृषि कीट व्याधि एवं हानिकारक खरपतवार ग्रिधिनियम, 1969 (1969 ग्रिधिनियम की संख्या 18) की धारा 3 की शक्तियों का प्रयोग करते हुए जिस का कि मुझे गिर्माचल प्रदेश सरकार की ग्रिधिस्वना संख्या 6–17/69-एग्र (सैक्ट)-2 दिनांक 28 सितम्बर, 1976 द्वारा ग्रिधिकार प्राप्त है, मैं सेब के पौधों तथा इस से सम्बन्धित सामग्री मिट्टी, खाद इत्यादि निम्नलिखित क्षतों से

किसी अन्य क्षेत्रों को ले जाने पर इस अधिसूचना के जारी होने से एक वर्ष तक के लिए तुरन्त प्रतिबन्ध लगाता हूं ताकि प्रदेश के किसी अन्य भाग में सेब का स्कैब रोग न फैल सके :—

रू क0 सं0	जिले का नाम	विकास खण्ड	ग्राम का नाम
1	2	3	4
1.	चम्बा	सलूनी	भांदल तथा किहार
2.	चम्बा	राजनगर	तरोल
3.	चम्वा	भरमीर	· उलान्सा
4.	कुल्लू	नगर	इस विकास खण्ड का समस्त क्षेत्र
5.	कुल्लू	कुल्लू	इस विकास खण्ड का समस्त क्षेत्र
6.	कुल्ल	बन्जार	लारजी
7.	कुल्लू <b>म</b> ण्डी	सदर	नंगवाई, टकोली तथा पनारसा
8.	मण्डी	सराज	जन्जेहली तथा बाली चौकी
9	शिमला	जुब्बल-कोटखाई	गरोग पंचायत का क्षेत्र
10.	शिमला	रोहड़ू	गंगा नगर (शील)

राज सिंह राणा, निदेशक।

#### स्थानीय स्वशासन विभाग

#### ग्रधिसूचना

#### दिनांक, 11 फरवरी, 1981

सं0 13-6/73-49.—-राज्यपाल, हिमाचल प्रदेश, हिमाचल म्युनिसिपल एक्ट, 1968 की घारा 61 के ग्रन्तगंत प्रदत्त शक्तियों का प्रयोग करते हुये, नगरपालिका कुल्लू की समस्त चृंगी सूची मदों पर सिवाये मद संख्या 29-ए ग्रीर 31, के 25 प्रतिशत सरचार्ज लगाने के सहर्ष ग्रादेश देते हैं।

यह सरचार्ज लगाने के ग्रादेश हिमाचल प्रदेश राजपत्न में प्रकाशित होने की तिथि से 30 दिन बाद नगर-पालिका क्षेत्र में लागु होंगे।

> स्रादेश द्वारा, कं0 शमशेर सिंह, सचिव।

#### पंचायती राज विभाग

#### ग्रधिसूचना

#### शिमला-2, 23 फरवरी, 1981

संख्या पी0 सी0 एच0 एच0 सी0(9)-8/76.—हिमाचल पदेश पंचायती राज अधिनियम, 1968 (एक्ट न 0 19 आफ 1970) की धारा 42 की उप-धारा (1) खण्ड (सी) में प्रदत्त शक्तियों का प्रयोग करते हुए राज्य-पाल, हिमाचल प्रदेश तहसील निरमण्ड, जिला कुहलू, हिमाचल प्रदेश की निम्नलिखित ग्राम पंचायतों द्वारा ब्योरे सिहत अपने क्षेत्र में प्रचल सम्पित हस्तांतरण शुल्क (अचल सम्पित की बिकी, उपहार तथा कब्जे सिहत बन्धक ग्रादि में विलेखों पर भारतीय स्टाम्प अधिनियम, 1899 जो हिमाचल प्रदेश में प्रभावी है द्वारा लगाये गय शुल्क पर अधिभार के रूप म) ग्रारोपित करने हेतु अधिकृत करने का हिमाचल प्रदेश सरकार राजपत्न में एतद्द्वारा सर्वसाधारण के सुचनार्थ प्रकाशित करने के सहर्ष ग्रादेश देते हैं:—

नाम पंचायत 1	प्रस्ताव सं0 व दिनांक 2	दर 3	विवरण 4
1. निरमण्ड	5 दिनांक 8-8-1980	2 प्रतिशत	सम्पति के कुल मूह्य पर क्रयकर्त्ता द्वारा देय ।
2. वाहदा	ं 5 दिनांक 19-9-1980	2 प्रतिशत	कथकत्ता द्वारादय । —उपरोवत— ्त

यह शुल्क राजपत्र में प्रकाशित होने की तिथि से लागू समझा जायगा।

म्रादेश से, बी 0 सी व नेगी, सचिव।